

Exhibit A

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
NEW ALBANY DIVISION

In re: ) Chapter 11  
EASTERN LIVESTOCK CO., LLC, ) Case No. 10-93904-BHL-11  
Debtor. )

**AGREED ENTRY RESOLVING CLAIMS OF PEOPLES BANK OF COLDWATER  
KANSAS AND JAMES H. BRASS**

James A. Knauer, as Chapter 11 Trustee (the "Trustee") for Eastern Livestock Co., LLC ("ELC"), Peoples Bank of Coldwater Kansas ("Peoples Bank") and James H. Brass ("Brass") and together with the Trustee and Peoples Bank, the "Parties") hereby stipulate and agree as follows:

**Recitals**

1. Peoples Bank filed a claim in the above-captioned Chapter 11 case (the "Chapter 11 Case") designated as proof of claim number 377 (the "Peoples Bank Proof of Claim") on the official claims register maintained by The BMC Group, Inc. Pursuant to the Peoples Bank Proof of Claim, Peoples Bank asserts a secured claim in the amount of \$120,280.72 (the "Peoples Bank Claim") on account of the sale of cattle to ELC by Peoples Bank's borrower – Brass.

2. Brass also filed a proof of claim in the Chapter 11 Case. Brass's filed proof of claim is designated as proof of claim number 418 (the "Brass Proof of Claim") on the official claims register maintained by The BMC Group, Inc. Pursuant to the Brass Proof of Claim, Brass asserts a secured claim in the amount of \$157,606.47 (the "Brass Claim") on account of his sale of cattle to ELC.

3. The Peoples Bank Claim and the Brass Claim are duplicative in that they arise from the same sale transactions.

4. Peoples Bank and Brass have also asserted claims to certain funds that have been interpleaded and are at issue in *Fredin Brothers, Inc. v. Eastern Livestock, et. al.*, Adversary Proceeding No. 11-59108 (the "Fredin Brothers AP").

5. The Court entered an order confirming the *Trustee's First Amended Chapter 11 Plan of Liquidation* [Dock. No. 1490] (the "Plan") on December 17, 2012. The Plan became effective on December 20, 2012. See Dock. No. 1675.

6. Pursuant to and as more particularly described and defined in the Plan, creditors of ELC could "opt in" by submitting a properly executed "Opt In Agreement" to Trustee's counsel on or before the "Opt In Deadline". The creditors that chose to "Opt In" waived claims against Fifth Third and the Trustee in exchange for future distributions from the "Fifth Third Settlement Monies". Both Brass and Peoples Bank submitted executed "Opt In Agreements" and became "Opt In Creditors" under the Plan.

7. The Parties desire to clarify Brass and Peoples Bank's status as "Opt In Creditors" and the amount and nature of the Brass Claim and Peoples Bank Claim without the expense of claim objections or further litigation in the Fredin Brothers AP. Accordingly, the Parties agree as follows:

#### Stipulation

8. The Peoples Bank Proof of Claim and the Brass Proof of Claim are combined and allowed as a single general unsecured claim in the amount of \$157,606.47 (the "Allowed Claim"). The Trustee will assert no objection to the Allowed Claim.

9. Both Peoples Bank and Brass are classified as "Opt In Creditors" with a single Opt In Claim in the amount of \$157,606.47.

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10. Any distributions made under the Plan on account of the Allowed Claim shall be made payable to Peoples Bank and James H. Brass and delivered to Peoples Bank of Coldwater Kansas, 101 East Main, Coldwater, Kansas 67029.

11. By entering into this Agreed Entry, Peoples Bank and Brass disclaim any rights to the funds interpleaded in the Fredin Brothers AP, and Peoples Bank and Brass shall cooperate with the Trustee to dismiss, with prejudice, any and all claims asserted by or against Peoples Bank and/or Brass in the Fredin Brothers AP. Peoples Bank and Brass shall be dismissed from the Fredin Brothers AP.

12. The Trustee agrees that Brass may satisfy all or any portion his indebtedness to Peoples Bank which serves as the basis of the Peoples Bank Claim, without prejudice to the Allowed Claim. Such satisfaction by Brass shall not constitute a waiver, satisfaction, or release of the Peoples Bank Claim or the Allowed Claim, or any portion thereof. Nothing contained herein shall waive any of Peoples Bank's rights or claims against Brass.

AGREED:

By: /s/ 

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By:

  
James H. Brass  


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